

EXHIBIT A



Shop by
category

Search...

All Categories

Search

Advanced

Home > Help > eBay User Agreement

Help

Browse help

- ▶ Searching & researching
- ▶ Bidding & buying
- ▶ Selling & seller fees
- ▶ Payment & shipping
- ▶ Feedback
- ▶ Membership & account

eBay glossary
eBay acronyms
A-Z index

Search the help pages

(Does not search for items or products)

Example: 'payment methods'

Search

Tips

eBay User Agreement

In this article



- Introduction
- About eBay
- Using eBay
- Abusing eBay
- Fees
- Listing Conditions
- Purchase Conditions
- International Buying and Selling
- Content
- Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512(c) of Title 17 of the United States Code
- Holds
- Authorization to contact you
- Additional terms
 - Returns
 - Global Shipping Program
 - eBay Buyer Protection
- Disclaimer of Warranties; Limitation of Liability
- Release
- Indemnity
- Legal disputes
- General

Introduction

This User Agreement, the eBay Privacy Policy, and all policies posted on our sites set out the terms on which eBay offers you access to and use of our sites, services, applications and tools (collectively "Services"). You can find an overview of our policies here. All policies and the eBay Privacy Policy are incorporated into this User Agreement. You agree to comply with all the above when accessing and using our Services.

The entity you are contracting with is eBay Inc., 2145 Hamilton Ave., San Jose, CA 95125 if you reside in the United States. It is eBay Europe S.à r.l., 22-24 Boulevard Royal, L-2449 Luxembourg if you reside in the European Union; eBay India Private Limited, 14th Floor, North Block, R-Tech Park, Western Express Highway, Goregaon (East), Mumbai 400063, Maharashtra if you reside in India; and eBay International AG, Helvetiastrasse 15/17, 3005, Bern, Switzerland if you reside in any other country.

This User Agreement is effective upon acceptance for users who accept it through registration of an eBay account or other electronic click-through prior to October 26, 2013. For all other users, it is effective October 26, 2013. The previous amendment to this User Agreement was effective for all users on or by July 1, 2013.

Please be advised that this User Agreement contains provisions that govern how claims you and we have against each other are resolved (see **Disclaimer of Warranties; Limitation of Liability and Legal Disputes** provisions below). It also contains an **Agreement to Arbitrate**, which will, with limited exception, require you to submit claims you have against us to binding and final arbitration, unless you opt-out of the **Agreement to Arbitrate** (see **Legal Disputes, Section B ("Agreement to Arbitrate")**). Unless you opt-out: (1) you will only be permitted to pursue claims against us on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

About eBay

Contact us

Have a question? We can help.

Contact us

Ask eBay members

Get help from other eBay members. Visit the Answer Center to post a question.

Related help topics

- eBay Privacy Policy

eBay is a marketplace that allows users to offer, sell and buy just about anything in a variety of pricing formats and locations. As a marketplace, eBay does not act as an intermediary between the sellers and buyers. eBay is not a traditional auctioneer.

While we may provide pricing, shipping, and other guidance in our Services, such guidance is solely informational and you may choose not to follow it. Also, while we may help facilitate the resolution of disputes through various programs, eBay has no control over and does not guarantee the existence, quality, safety or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

Using eBay

While using or accessing the Services you will not:

- post, list or upload content or items in inappropriate categories or areas on our sites;
- breach or circumvent any laws, third party rights or our systems, policies, or determinations of your account status;
- use our Services if you are not able to form legally binding contracts (for example if you are under 18), or are temporarily or indefinitely suspended from using our sites, services, applications or tools;
- fail to pay for items purchased by you, unless the seller has materially changed the item's description after you bid, a clear typographical error is made, or you cannot contact the seller (see our Unpaid item policy);
- fail to deliver items sold by you, unless the buyer fails to follow the posted terms, or you cannot contact the buyer;
- manipulate the price of any item or interfere with other user's listings;
- post false, inaccurate, misleading, defamatory, or libelous content;
- take any action that may undermine the feedback or ratings systems (see about our Feedback policies);
- transfer your eBay account (including Feedback) and user ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm eBay, or the interests or property of eBay users;
- use any robot, spider, scraper or other automated means to access our Services for any purpose;
- bypass our robot exclusion headers, interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- export or re-export any eBay application or tool except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- copy, modify, or distribute rights or content from our Services or eBay's copyrights and trademarks;
- copy, reproduce, reverse engineer, modify, create derivative works from, distribute, or publicly display any content (except for your information) from our sites, services, applications, or tools without the prior express written permission of eBay and the appropriate third party, as applicable;
- commercialize any eBay application or any information or software associated with such application; or
- harvest or otherwise collect information about users, including email addresses, without their consent.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our Services.

Abusing eBay

Without limiting other remedies, we may, limit, suspend, or terminate our services and user accounts, restrict or prohibit access to, and your activities on, our Services, delay or remove hosted content, remove any special status associated with the account, reduce or eliminate any discounts, and take technical and legal steps to keep you from using our Services if:

- we think that you are creating problems or possible legal liabilities;
- we think that such restrictions will improve the security of the eBay community or reduce our or another eBay user's exposure to financial liabilities
- we think that you are infringing the rights of third parties;
- we think that you are acting inconsistently with the letter or spirit of this User Agreement or our policies;
- despite our reasonable endeavors, we are unable to verify or authenticate any information you provide to us; or
- you fail to pay us all fees due for our Services by your payment due date.

When a buyer or seller issues a price we may consider the user's performance

Fees

The fees we charge for using our Services are listed on our Seller fees and invoices page. We may change our fees from time to time by posting the changes on the eBay site 14 days in advance, but with no advance notice required for temporary promotions.

You must have a payment method on file when selling on eBay and pay all fees and applicable taxes associated with our Services by the payment due date. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. (This includes charging other payment methods on file with us, retaining collection agencies and legal counsel, and, for accounts over 180 days past due, deducting the amount owed from your PayPal account balance.) In addition, you will be subject to late fees. eBay, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information eBay reported to a credit bureau (i.e., Experian, Equifax or TransUnion) please contact us at eBay Inc., C/O Global Collections, 2211 North First Street, San Jose, CA 95131. If you wish to dispute the information a collection agency reported to a credit bureau regarding your eBay account, you must contact the collection agency directly.

Listing Conditions

When listing an item, you agree to comply with rules for listing and Selling Practices policy and that:

- You are responsible for the accuracy and content of the listing and item offered.
- Your listing may not be immediately searchable by keyword or category for several hours (or up to 24 hours in some circumstances). eBay can't guarantee exact listing durations.
- We strive to create a marketplace where buyers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:
 - buyer's location, search query, browsing site, and history;
 - item's location, listing format, price and shipping cost, terms of service, end time, history, and relevance to the user query;
 - seller's history, Detailed Seller Ratings, and Feedback; and
 - number of listings matching the buyer's query.

Accordingly, to drive a positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the buyer.
- Some advanced listing upgrades will only be visible on certain Services.
- eBay's Duplicate Listing Policy may also affect whether your listing appears in search results.

Purchase Conditions

When buying an item, you agree to the rules for buyers and that:

- You are responsible for reading the full item listing before making a bid or commitment to buy.
- You enter into a legally binding contract to purchase an item when you commit to buy an item or if you have the winning bid (or your bid is otherwise accepted).
- For motor vehicles and real estate, a bid or offer initiates a non-binding transaction representing a buyer's serious expression of interest in buying the seller's item and does not create a formal contract between the buyer and the seller.
- We do not transfer legal ownership of items from the seller to the buyer.
- Utah Code Annotated § 70A-2-401(2) and Uniform Commercial Code § 2-401(2) apply to the transfer of ownership between the buyer and the seller, unless the buyer and the seller agree otherwise.

International Buying and Selling

Many of our Services are accessible to international sellers and buyers. We may offer certain programs, tools, and site experiences of particular interest to international sellers and buyers, such as estimated local currency conversion and international shipping calculation tools. Sellers and buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items.

You may list your items directly on one or more of eBay's international sites. Alternatively, we may display your listing on an eBay site other than the eBay site where you listed your item for sale, including those situations where you

choose to list an item with an international shipping option (such as worldwide shipping and the Global Shipping Program). However, you may restrict international buyers from purchasing your items if you explicitly exclude international shipping from your listings and apply an exclusion list to your listings. If your item is sold to a buyer on an eBay site other than your eBay site of registration, you agree to be subject to that other site's policies and eBay's International Selling Policy.

To assist users who may speak different languages, we may translate listings and other user and/or eBay content, in whole or part, into other languages. If you are a buyer, we also may provide you with access to tools so you can request an on-demand translation of certain content on our sites, such as parts of a listing or a message from an eBay user. The accuracy or availability of the translation resulting from such on-demand translation is not guaranteed.

Content

When providing us with content or posting content using eBay's Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights you have in the content, in any media known now or in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights against us, our sublicensees or assignees.

You represent and warrant that none of the following infringe any intellectual property right: your provision of content to us, your posting of content using the Services, and our use of such content (including of works derived from it) in connection with the Services.

We may offer catalogs of stock images, descriptions and product specifications that are provided by third-parties (including eBay users). You may use catalog content solely in connection with your eBay listings.

While we try to offer reliable data, we cannot promise that the catalogs will always be accurate and up-to-date, and you agree that you will not hold our catalog providers or us responsible for inaccuracies in the catalogues. The catalog may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings included within the catalogs or create any derivative works based on catalog content (other than by including them in your listings).

Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512(c) of Title 17 of the United States Code

We respond to notices of alleged copyright infringement as required by the United States Digital Millennium Copyright Act. Learn how to submit a notice to eBay.

Holds

To protect against the risk of liability, eBay has at times requested, and may continue to request, that PayPal restrict access to funds in a seller's PayPal account based on certain factors, including, but not limited to, selling history, seller performance, riskiness of the listing category, or the filing of an eBay Buyer Protection case. This may result in PayPal determining to restrict funds in your PayPal account in order to manage PayPal's risk exposure pursuant to PayPal policies.

Authorization to Contact You

You agree to receive calls, including autodialed and/or pre-recorded message calls, from eBay at any of the telephone numbers (including mobile telephone numbers) that we have collected for you as authorized and described in our Privacy Policy, including telephone numbers you have provided us, or that we have obtained from third parties or collected by our own efforts. If the telephone number that we have collected is a mobile telephone number, you consent to receive SMS or other text messages at that number. Standard telephone minute and text charges may apply if we contact you at a mobile number or device. You agree we may contact you in the manner described above at the telephone numbers we have in our records for these purposes:

- To contact you for reasons relating to your account or your use of our Services (such as to collect a debt, resolve a dispute, or to otherwise enforce our User Agreement) or as authorized by applicable law
- To contact you for marketing, promotional, or other reasons that you have either previously consented to or that you may be asked to consent to in the future. If you do not wish to receive such communications, you can opt-out in the communications preference section of your My eBay.

We may share your telephone numbers with our service providers (such as billing or collections companies) who we have contracted with to assist us in pursuing our rights or performing our obligations under the User Agreement, our policies, or any other agreement we may have with you. These service providers may also contact you using autodialed or prerecorded messages calls and/or SMS or other text messages, only as authorized by us to carry out

We will not share your telephone number with non-affiliated third parties for their purposes without your explicit consent, but may share your telephone numbers with members of the eBay corporate family and/or our affiliates, for their use, as authorized under our Privacy Policy. Members of the eBay corporate family and/or our affiliates will only contact you using autodialed or prerecorded message calls and/or SMS or other text messages, if you have requested their services. For more information on the eBay corporate family, please visit <http://www.ebayprivacycenter.com/about-us/corporate-family>.

Additional Terms

* Returns

eBay offers a managed returns process to simplify returns for buyers and sellers. With the eBay returns process, a seller accepting returns can manage and track the return through an automated process on the site. There is no fee to use the eBay returns process. If the buyer returns an item because it does not match the listing description, sellers will generally be responsible for return shipping costs. eBay may automatically apply the eBay returns process to listings where returns are accepted. Sellers may remove the eBay returns process from their listings by adjusting their account settings within My eBay. See Using the managed returns process for more details.

* Global Shipping Program

One of the ways that we may make your eBay.com listings available to international buyers on eBay.com and on eBay's International Sites is through the Global Shipping Program. The Global Shipping Program is designed to simplify international buying and selling on eBay. For items that are located in the United States and that you sell to an international buyer through the Global Shipping Program, you will simply ship the item to a parcel processing facility located in the United States. There, a third party global technology and shipping provider will oversee the processing, customs clearance, and international shipment of the item to your buyer. As a seller, there is no fee to join the Global Shipping Program. For items that are purchased by international buyers through the Global Shipping Program, buyers will pre-pay all applicable shipping and import charges during checkout and will benefit from international tracking of the item from the parcel processing facility through delivery.

We may choose to make your listings available to international buyers through the Global Shipping Program if you indicate or have indicated your desire to take advantage of this program by accepting this User Agreement in the form of an electronic click-through or if you otherwise opt-in or have opted-in. If you are not currently opted in to this program and you do not accept the electronic click-through, you will not be able to take advantage of the Global Shipping Program, but you will still be bound by all other provisions of this User Agreement.

By accepting, you will also be acknowledging that you have read and agree to the Global Shipping Program Seller Terms and Conditions. Those terms will apply to your participation as a seller in the Global Shipping Program and to all of your eligible new and existing listings following acceptance. Those terms include, among other important provisions:

- * a third party agreement for the processing, customs, and international shipping services, including your consent to the disclosure of certain personal information in connection with those services,
- * a power of attorney authorizing third parties to act in your place to facilitate the export clearance of items that you sell through the Global Shipping Program,
- * a description of the items that are ineligible for the program and restrictions on the value, weights, and dimensions of items that may be sold through the program, and
- * policies governing the handling of lost, damaged, and undeliverable items, returns, and the resolution of buyer protection claims for items that you sell through the program.

Following acceptance, you may later opt out of the program by adjusting your account settings within My eBay.

* eBay Buyer Protection

Most eBay sales go smoothly, but if there's a problem with a purchase, eBay Buyer Protection helps buyers and sellers communicate and resolve issues. Buyers and sellers agree to comply with the policy and permit us to make a final decision on any eBay Buyer Protection case.

If a seller is required to reimburse the buyer or eBay for an eBay Buyer Protection case, the seller authorizes eBay to remove the reimbursement amount (in same or other currency) from their PayPal account. The seller is required to have a valid payment method on file. If there are insufficient funds in the PayPal account, the seller authorizes eBay to charge any reimbursement amount owed to the payment method on file. We may also place the reimbursement amount on the seller's invoice. If seller does not provide eBay with a valid payment method, we may collect the outstanding

We may suspend the eBay Buyer Protection policy without notice if we suspect abuse or interference with the proper working of the policy.

Disclaimer of Warranties; Limitation of Liability

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Bid update and other notification functionality in eBay's applications may not occur in real time. Such functionality is subject to delays beyond eBay's control.

You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, we (including our parent, subsidiaries, affiliates, officers, directors, agents and employees) are not liable, and you agree not to hold eBay responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- your use of or your inability to use our Services;
- pricing, shipping or other guidance provided by eBay;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing, or linking to, our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any eBay Service;
- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;
- a suspension or other action taken with respect to your account or breach of the Abusing eBay section above;
- the duration or manner in which your listings appear in search results as set out in the Listing Conditions section above; or
- your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) any amounts due under the eBay Buyer Protection Policy up to the price the item sold for on eBay (including any applicable sales tax) and its original shipping costs, (b) the amount of fees in dispute not to exceed the total fees, which you paid to us in the 12 months prior to the action giving rise to the liability, or (c) \$100.

Release

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

Indemnity

You will indemnify and hold us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach this Agreement, your improper use of eBay's Services or your breach of any law or the rights of a third party.

Legal Disputes

You and eBay agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of the eBay User Agreement your use of or access to eBay's sites, services, applications, and tools, or any products or services sold or purchased through eBay's sites, services, applications, or tools will be resolved in accordance with the provisions set forth in this Legal Disputes Section. Please read this Section carefully. It affects your rights and will have a substantial impact on how

A. Applicable Law

You agree that the laws of the State of Utah, without regard to principles of conflict of laws, will govern the User Agreement and any claim or dispute that has arisen or may arise between you and eBay, except as otherwise stated in the User Agreement.

B. Agreement to Arbitrate

You and eBay each agree that any and all disputes or claims that have arisen or may arise between you and eBay relating in any way to or arising out of this or previous versions of the User Agreement, your use of or access to eBay's Services, or any products or services sold, offered, or purchased through eBay's Services shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

1. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND EBAY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND EBAY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER EBAY USERS.

2. Arbitration Procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the terms of the User Agreement as a court would.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, or of the User Agreement including, but not limited to, any claim that all or any part of the Agreement to Arbitrate or User Agreement is void or voidable.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's site at <http://www.adr.org>. In addition to filing this form with the AAA in accordance with its rules and procedures, you must send a copy of the completed form to us at the following address to initiate arbitration proceedings: eBay, Inc. c/o National Registered Agents, Inc., 2778 W. Shady Bend Lane, Lehi, UT 84043.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or eBay may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and eBay subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or eBay, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Utah, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different eBay users, but is bound by rulings in prior arbitrations involving the same eBay user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

3. Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, eBay will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by eBay should be submitted by mail to the AAA along with your Demand for Arbitration and eBay will

make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, eBay will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse eBay for all fees associated with the arbitration paid by eBay on your behalf, which you otherwise would be obligated to pay under the AAA's rules.

4. Severability

With the exception of any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief") is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of the Agreement and its Legal Disputes Section will continue to apply.

5. Opt-Out Procedure

IF YOU ARE A NEW EBAY USER, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING US A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THE USER AGREEMENT FOR THE FIRST TIME. YOU MUST MAIL THE OPT-OUT NOTICE TO EBAY INC., ATTN: LITIGATION DEPARTMENT, RE: OPT-OUT NOTICE, 583 WEST EBAY WAY, DRAPER, UT 84020.

For your convenience, we are providing an Opt-Out Notice form you must complete and mail to opt out of the Agreement to Arbitrate. You must complete the Opt Out Notice form by providing the information called for in the form, including your name, address (including street address, city, state and zip code), and the user ID(s) and email address(es) associated with the eBay account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt-out of the Agreement to Arbitrate. If you opt-out of the Agreement to Arbitrate, all other parts of the Agreement and its Legal Disputes Section will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

6. Future Changes to the Agreement to Arbitrate

Notwithstanding any provision in the Agreement to the contrary, you and we agree that if we make any change to this Agreement to Arbitrate (other than a change to any notice address or site link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against eBay prior to the effective date of the change. The change shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and eBay. We will notify you of changes to this Agreement to Arbitrate by posting the amended terms on www.ebay.com at least 30 days before the effective date of the changes and by providing notice through the eBay Message Center and/or by email. If you do not agree to these amended terms, you may close your account within the 30 day period and you will not be bound by the new terms.

Moreover, if we seek to terminate the Agreement to Arbitrate as included in the User Agreement, any such termination shall not be effective until 30 days after the version of the User Agreement not containing the Agreement to Arbitrate is posted to <http://www.ebay.com>, and shall not be effective as to any claim that was filed in a legal proceeding against eBay prior to the effective date of termination.

C. Judicial Forum for Legal Disputes

Unless you and we agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt-out of the Agreement to Arbitrate or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and eBay must be resolved exclusively by a state or federal court located in Salt Lake County, Utah. You and eBay agree to submit to the personal jurisdiction of the courts located within Salt Lake County, Utah for the purpose of litigating all such claims or disputes.

General

eBay Inc. is located at 2145 Hamilton Ave., San Jose, CA 95125. eBay Inc.'s North American Customer Service Operations Center is located at 583 West eBay Way, Draper, UT 84020. eBay Europe S.à r.l. is located at 22-24 Boulevard Royal, L-2449 Luxembourg. eBay International AG is located at Helvetiastrasse 15/17, 3005, Bern, Switzerland. eBay India Private Limited is located at 14th Floor, North Block, R-Tech Park, Western Express Highway, Goregaon (East), Mumbai 400063, Maharashtra (India).

If any provision of this User Agreement is held to be invalid, void or for any

Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

We may amend this User Agreement at any time by posting the amended terms on www.ebay.com. Our right to amend the User Agreement includes the right to modify, add to, or remove terms in the User Agreement. Except as stated otherwise in this User Agreement or elsewhere, all amended terms shall automatically be effective 30 days after they are initially posted. Additionally, we will notify you through the eBay Message Center and/or by email. We may also ask you to acknowledge your acceptance of the User Agreement through an electronic click-through. This User Agreement may not otherwise be amended except through mutual agreement by you and an eBay representative who intends to amend this User Agreement and is duly authorized to agree to such an amendment.

The policies posted on our sites may be changed from time to time. Changes take effect when we post them on the eBay site.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

eBay's Verified Rights Owner (VeRO) program works to ensure that listed items do not infringe upon the copyright, trademark or other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify our VeRO team through our Verified Rights Owner (VeRO) Program and we will investigate.

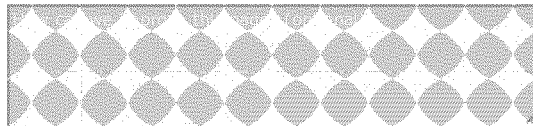
The User Agreement, the eBay Privacy Policy, and all policies set forth the entire understanding and agreement between you and eBay and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Fees, Content, Disclaimer of Warranties; Limitation of Liability; Indemnity, and Legal Disputes.

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Was this page helpful?

☐ Yes ☐ No



700 characters left

Submit Comment



EXHIBIT B

Home > Help > Selling & seller fees > Resolving selling problems > Creating legally compliant listings

Help

Browse help

Searching & researching

Bidding & buying

Selling & seller fees

Selling basics

Seller fees & invoices

Creating effective listings

Managing your selling activity

Resolving selling problems

Becoming a better seller

Using selling tools

Selling with an eBay Store

Payment & shipping

Feedback

Membership & account

eBay glossary

eBay acronyms

A-Z index

Search the help pages

(Does not search for items or products)

Search Tips

Creating legally compliant listings

As a seller, you're ultimately responsible for the legality of any item you offer for sale on eBay and the listing describing that item. If your item or listing violates eBay policy or is reported to eBay by an intellectual property rights owner as violating its rights, the listing may be removed from eBay. eBay has a Verified Rights Owner (VeRO) Program for reporting an intellectual property rights owner violation.

Make sure your listing follows these guidelines. If it doesn't, it may be removed, and you may be subject to a range of other actions, including restrictions of your buying and selling privileges and suspension of your account.

eBay's guidelines on creating legally compliant listings

The following are general guidelines to help you create listings that don't infringe the intellectual property rights of others. However, these guidelines aren't intended to constitute legal advice. Given the wide range of products available for sale on eBay, we can't be experts in the specific intellectual property concerns regarding each item, and can't offer brand-specific advice. If you have specific questions about the legality of your item, you should contact the manufacturer or an intellectual property attorney. Please note that the guidelines apply not only to items you list but also to the content in your profile and Collections.

For the protection of the eBay community, we have policies regarding potentially infringing items and educational pages concerning copyrights, trademarks, and the use of images and text.

You can also take eBay's tutorial on intellectual property policies and VeRO.

Follow these guidelines when selling an item on eBay to help you create legally compliant listings:

- Create your own listing content.
- Make sure the statements in your listing are accurate.
- Use brand names appropriately.
- Make sure your item is authentic.
- Before listing, contact the intellectual property owner with any questions.
- Review the VeRO participant pages created by intellectual property rights owner.

Create your own listing content

Don't "borrow" text or images (including photos) from other listings on eBay, manufacturers' websites, third-party product catalogs, or other sources without specific permission from the owner. Contrary to popular belief, simply because images and text can be found somewhere on the Internet, it doesn't necessarily mean that they aren't protected by copyright laws. Copyright laws apply to the Internet, and manufacturers or other copyright owners may object to the use of text or images that they own or have created.

Write your own descriptive text for your listing and take your own photos.

Read about copyright basics and eBay's images and text policy.

Make sure the statements in your listing are accurate

Make sure that all statements and claims in your listing are true and complete. Rights owners may object to listings that contain false, inaccurate, or misleading claims about their brands or products. If you're not sure if a statement you want to make is allowed or is true, double-check it and rely only on credible sources. Someone on a message board may sound like they know what they're talking about, but you're the one who will be responsible for the content.

Making sure your listing is accurate and complete will not only help you avoid intellectual property concerns, it will also help buyers understand what they're buying, eliminating miscommunications that might lead to a poor transaction and negative Feedback.

Examples:

- Don't state in your listing that you're an authorized dealer of an item if you're not.

Contact us

Have a question? We can help.

Contact us

Ask eBay members

Get help from other eBay members. Visit the Answer Center to post a question.

Related help topics

Knowing the rules for sellers

How eBay Protects Intellectual Property

Rules for sellers

Images and text policy

Don't indicate in your listing that there's a warranty, rebate, or other manufacturer incentive for an item if you're not authorized to offer it or if you're not sure that you're authorized to provide that incentive.

Don't state that an item is new if it isn't.

Use brand names appropriately

If you're selling a brand name product, you can mention the brand name in your listing and include photos that you've taken of the item you're selling. However, don't suggest that you're an official dealer/reseller if you're not, and don't use the manufacturer's text, images (including photos), or logo unless you're authorized to do so by the manufacturer.

Example: If you're selling an Acme brand television, you can mention the Acme brand in your description. But you're not allowed to display a separate image of the Acme logo or state that you're an Acme dealer if you're not authorized by Acme to do so.

You can use "compatible with," "fits," or "for" before a brand name in the title of your listing if the item is specifically designed to be compatible with products of that brand. Don't use "compatible with," "fits," or "for" before a brand name in the title of your listing to describe items that are universally compatible or that are compatible with an entire product class.

Example: If you're listing charms that can go with charm bracelets, describe your product as "for charm bracelets" or "fits charm bracelets" instead of "fits" or "for" a particular product or brand of bracelets. For more information, see our search and browse manipulation policy.

Search manipulation (using unrelated brands in a listing title in order to attract people searching for those items) is another misuse of brands that isn't allowed on eBay.

Example: If you were listing an Acme TV for sale, you can't mention other television manufacturers in your title simply to attract buyers looking for those items. This kind of search manipulation isn't allowed on eBay. Only mention the brand name of the manufacturer that actually produced your item and don't misrepresent your relationship with that manufacturer.

Read more information about trademark basics and eBay's search and browse manipulation policy.

Make sure your item is authentic

You can't list replicas, fakes, counterfeits, or other illegal copies on eBay. For example, you can't list an item that bears the brand name or logo of a company that didn't manufacture or authorize the product. Don't list homemade or otherwise unauthorized copies of music, movies, television programs, or software. Under the law, it's no excuse to say that you didn't know the item you were selling was a counterfeit or a pirated copy. It's your obligation to investigate your source for the product and stand behind everything you sell.

Read more information about eBay's policy on replicas, counterfeit items, and unauthorized copies.

Before listing, contact the intellectual property owner with any questions

It's the seller's responsibility to make sure their items aren't infringing before listing them on eBay. If you're not sure whether your item is authentic, we encourage you to contact the intellectual property rights owner with any questions.

Note: We don't and can't review the items listed on eBay prior to posting on our site, nor are we experts in the products or legal concerns of third parties. We can't pre-approve items to be listed.

Review the Vero participant pages created by intellectual property rights owners

eBay encourages intellectual property rights owners who report items through the VeRO Program to create a page to explain their policies and procedures concerning infringing items. Review a list of Vero participant pages created by rights owners.

Not all rights owners have a Vero participant page. Although we encourage intellectual property owners to create a page to help sellers, they aren't obligated to do so. If a particular rights owner isn't listed, you may need to find another way of contacting them.

Was this page helpful?

☒ Yes ☐ No

How can we improve this page? (Optional)

Submit Comment

Contact Customer Support

If you're looking for more help or have a question to ask, please contact us.



EXHIBIT C

Home > Help > Membership & account > Rules & policies > Rules about Intellectual Property - overview

Help

Browse help

Searching & researching

Bidding & buying

Selling & seller fees

Payment & shipping

Feedback

Membership & account

[Getting started on eBay](#)

[Registration & signing in](#)

[Managing your account](#)

[Sharing with eBay members](#)

[Protecting your account](#)

[Rules & policies](#)

[eBay glossary](#)
[eBay acronyms](#)
[A-Z index](#)

Search the help pages

Search

Search Tips

Rules about intellectual property – overview

In this article



[Rules that affect what you can list on eBay](#)

[Rules that affect how you can list items for sale](#)

[eBay VeRO Program: Reporting listing violations](#)

We're committed to providing a safer place to buy and sell items, as well as protecting intellectual property rights. Using intellectual property, such as copyrighted material and trademarks, in an unlawful way, is considered infringement, which is against the law and eBay policies.

If you'd like to learn more about the laws and regulations protecting intellectual property, see the [U.S. Copyright Office website](#) and the [United States Patent and Trademark Office \(USPTO\) website](#). All buyers and sellers on eBay need to make sure they're following all applicable laws and regulations.

Learn more about [using eBay's intellectual property](#).

Before listing items on eBay, be sure to read and follow our rules below and our guidelines on [creating legally compliant listings](#). Please note that the rules apply not only to items you list but also to the content in your profile and Collections.

Contact us

Have a question? We can help.

[Contact us](#)

Ask eBay members

Get help from other eBay members. Visit the [Answer Center](#) to post a question.

Related help topics

[Copyright basics](#)

[Creating legally compliant listings](#)

[Trademark and domain name basics](#)

[Why did eBay remove my listing?](#)

Rules that affect what you can list on eBay



Restricted

The following items are restricted or prohibited because they may infringe on intellectual property or other proprietary rights of third parties.

[Academic, beta, and OEM software](#)

[Celebrity material, including:](#)

[Autographed items](#)

[Faces, names, and signatures](#)

[Certain branded accessories, packaging, warranties, or other items offered without the accompanying branded product](#)

[Media, including:](#)

[Digitally delivered goods](#)

[Movie prints \(35 mm, 70 mm\)](#)

[Promotional items](#)

[Public domain media](#)

[Recordable media](#)



Not allowed

The following items aren't allowed on eBay.

[Beta software](#)

[Bootleg recordings](#)

[Items that may enable unauthorized copies, including:](#)

[Hardware or software that would enable duplication of copy-protected material](#)

[Modchips, game enhancers, and boot disks](#)

[Replicas, counterfeit items, and unauthorized copies](#)

Rules that affect how you can list items for sale



Not allowed

In a listing, eBay members:

[Can't encourage or enable others to infringe copyrights, trademarks, or other intellectual property rights of third parties.](#)

[Can't improperly use eBay intellectual property](#) including use of the eBay name or logo and linking to the eBay website.

Can't use someone else's picture or item description without their permission. If you believe someone else is using your photos or text without your permission, [report it to us](#).

We created the [Verified Rights Owner \(VeRO\) Program](#) so intellectual property owners could report listings that infringe their intellectual property rights. It is in eBay's interest to ensure that infringing items are removed from the site, as they erode the trust of our buyers and good sellers.

<p>You're the Verified Rights Owner</p>	<p>Only intellectual property rights owners can report eBay listings that infringe their copyright, trademark, or other intellectual property rights. If you are a rights owner, you can file a report from the VeRO: Reporting an Infringement page.</p> <p>Learn more about the VeRO Program and infringement reporting process. Please also see the DMCA registered agent page.</p>
<p>If you're not the rights owner</p>	<p>Even if you're not the rights owner, you can still help by getting in touch with the owner and encouraging them to contact us.</p> <p>Some rights owners who participate in the VeRO Program have created a participant page so you can find out more about their products and legal positions. Though not all VeRO participants have a page, those that do can be found at our VeRO participant pages.</p>
<p>If your listing was removed</p>	<p>We encourage you to take our intellectual property tutorial to learn how to avoid having your listings removed because they are alleged to infringe on the intellectual property rights of third parties.</p> <p>If you believe your listing was removed in error, learn more about how eBay protects intellectual property (VeRO). For more information, visit the following pages:</p> <ul style="list-style-type: none"> VeRO: Information for eBay Users What is VeRO and why was my listing removed because of it?

```
Krz #fdq#z h#p suzyh#k h#s#dj hB#rsw#qdo
```

Submit Comment

You can contact Customer Support to report a listing you think violates this policy. Go to that listing, and then click the **Report item** link on the right side of the page.

3/31/2014
EBAY0000013

EXHIBIT D

Home > Help > Membership & account > Rules & policies > Picture policy

Help

Browse help

Searching & researching

Bidding & buying

Selling & seller fees

Payment & shipping

Feedback

Membership & account

[Getting started on eBay](#)

[Registration & signing in](#)

[Managing your account](#)

[Sharing with eBay members](#)

[Protecting your account](#)

[Rules & policies](#)

[eBay glossary](#)

[eBay acronyms](#)

[A-Z index](#)

Search the help pages

4G r h v i g z v # h d u f c s t u e b p v i k u s u r g x f w r ,

H { d p s d i = # e d | p h q w p h w k r g v * }

Search

Tips

Picture policy

In this article



[Policy overview](#)

[What are the guidelines?](#)

[Why does eBay have this policy?](#)

Policy overview

Photos are one of the most important parts of a listing. Pictures let buyers see details that you can't put in words, and allow them to form accurate expectations around their purchases. Including clear and detailed photos of your items will help you to keep buyers happy by letting them see exactly what they will be getting. We require at least one photo in your listing, but suggest that you include many clear pictures of your item.

Make sure your listing follows these guidelines. If it doesn't, it may be removed, and you may be subject to a range of other actions, including limits of your buying and selling privileges and suspension of your account.

What are the guidelines?

	Allowed	Include large, clear photos of the item for sale Include pictures of any flaws so that buyers can see what they are getting Watermarks used for ownership or attribution
	Not allowed	Including photos that don't accurately represent the item for sale. Placeholder images used to convey messages, such as no image available, stock availability, or other marketing messages Stock photos for used, damaged or defective items Adding borders to your photos Using a picture that is less than 500 pixels on the longest side Adding additional text, artwork or other marketing materials to photos Watermarks used for marketing Watermarks that obscure or interfere with the item in the photo. We suggest that watermarks be smaller than 5% of your listing, and less transparent than 50% Watermarks that contain specific information about your product or service

▼ Why does eBay have this policy?

This policy is in place to help buyers know what they will receive, and the terms of sale around an item.

Contact us

Have a question? We can help.

[Contact us](#)

Ask eBay members

Get help from other eBay members. Visit the [Answer Center](#) to post a question.

Related help topics

[Getting started selling on eBay](#)

[Creating a listing](#)

[Seller tips](#)

Was this page helpful?

☐ Yes ☐ No

K r z # d q z h p s u y h # k l r s d j h B # s w r q d s

700 characters left

[Submit Comment](#)

Picture policy

Page 2 of 2



EXHIBIT E

Home > Help > Membership & account > Rules & policies > Images and text policy

Help

Browse help

- Searching & researching
- Bidding & buying
- Selling & seller fees
- Payment & shipping
- Feedback
- Membership & account
 - Getting started on eBay
 - Registration & signing in
 - Managing your account
 - Sharing with eBay members
 - Protecting your account
 - Rules & policies

- eBay glossary
- eBay acronyms
- A-Z index

Search the help pages

g r h v i g z v h t h u f c k s r u e b p v i k u i s u r g x f w ,

#f {q p s d i = # e d | p h q w t p h w k r g v *

Search

Tips

Images and text policy

In this article



- Policy overview
- What are the guidelines?
- Some examples
- Reporting a listing
- Additional information
- Why does eBay have this policy?

Policy overview

We don't allow our members to use images—including photos and other pictures—or text they didn't create themselves. The only exception to this policy is if the owner of the image or text, its agent, or the law has authorized the member to use the text or images.

You can use images and text descriptions from the eBay [product catalog](#) in your listings without violating this policy. The product catalog may include, at our discretion, select seller-generated images or photos from seller listings. Unless the seller [opts out of this program](#), the inclusion of seller-generated photos in the eBay product catalog and the use of catalog content by eBay sellers in their eBay listings is authorized under the [User Agreement](#).

If you choose not to use photos or product descriptions from eBay's product catalog, you must take your own photos and write your own descriptions. This will help you avoid the risks of using someone else's pictures or text, and you won't need to worry about getting permission from any third parties. Learn more about [adding photos to your listing](#) and [writing a good title and description](#).

Make sure your listing follows these guidelines. If it doesn't, it may be removed, and you may be subject to a range of other actions, including limits of your buying and selling privileges and suspension of your account.

What are the guidelines?

If you're not using pictures or text from the eBay product catalog, use your own when creating a listing. If you're using someone else's photos and text, make sure the owner has authorized you to do so.

	Allowed	Photos and text you created yourself All eBay product catalog photos and text
	Restricted	You can use the following only if the owner, its agent, or the law has authorized you to do so: Stock photos and text Information from product packaging Measurements, weight, or other item specifications that are necessary to describe the item that you simply can't say any other way. However, avoid using any other text from product packaging unless you're authorized to do so by the owner, its agent, or the law.
	Not allowed	You're not allowed to use the following if you don't have permission from the owner, its agent, or the law: Photos and text from other eBay users Photos and text copied from websites Scans from catalogs or advertisements

Some examples

Here are some examples of things we don't allow our members to do:
A member likes part of a product description from the product packaging and copies and pastes it into their listing. The member didn't receive permission from the original writer to use the product description.

Contact us

Have a question? We can help.

Contact us

Ask eBay members

Get help from other eBay members. Visit the [Answer Center](#) to post a question.

Related help topics

- [How eBay protects intellectual property \(VeRO\)](#)
- [Knowing the rules for sellers](#)
- [Creating legally compliant listings](#)
- [Picture policy](#)

A member uses a picture from another member's listing without first getting permission to use it.

A member is unable to take photos of the item so instead copies a photo from another website without prior permission.

▼ Reporting a listing

Member reports

Members can't copy pictures or text from another member's listing unless the owner, its agent, or the law has authorized them to do so.

If you believe that another member is using your photos or text in violation of these guidelines (for example, the pictures aren't included in the eBay product catalog and you, your agent or the law hasn't authorized the member to use them), please follow these standards when contacting us:

Make sure you are the original owner and creator of the picture or text.

If reporting text, the copied text needs to be in the description. Because of the limited space in which to describe items, some similarity will occur in titles and subtitles for the same merchandise, so we won't typically remove a listing for similar text in these areas.

Provide an item number from your account that clearly shows you were the first to list an item with the photos or text you created. If you reuse your photos and text in many of your listings, give us the item number of the earliest possible instance of using the photos or text.

If you believe that you have a valid report for someone using your image or text, you can [contact us to report it](#).

VeRO reports

We developed the Verified Rights Owner (VeRO) program to facilitate cooperation between eBay and rights owners protecting their intellectual property rights.

Learn more about how rights owners can [report intellectual property infringements](#).

Other reports

If you're not the original creator of the picture or text or if you don't own the rights to the material, don't send a member report or report the listing through the VeRO program. However, you may consider contacting the rights owner directly with your report.

You can find many rights owners by reviewing the list of [VeRO Program Participant pages](#).

▼ Additional information

Copyright law protects original works of authorship—which may include certain pictures or text—from being used or copied without authorization from the person or company that owns the copyright, its agent, or the law. You can find helpful information about copyright law at www.copyright.gov.

▼ Why does eBay have this policy?

eBay members aren't allowed to use images or text they didn't create themselves. The only exception to this policy is if the owner, its agent, or the law has authorized the member to use the text or images. Be sure to follow all our guidelines.

Was this page helpful?

☐ Yes ☐ No

700 characters left

Submit Comment

EXHIBIT F

Help

Browse help

Searching & researching

Bidding & buying

Selling & seller fees

[Selling basics](#)

[Seller fees & invoices](#)

[Creating effective listings](#)

[Managing your selling activity](#)

[Resolving selling problems](#)

[Becoming a better seller](#)

[Using selling tools](#)

[Selling with an eBay Store](#)

Payment & shipping

Feedback

Membership & account

[eBay glossary](#)
[eBay acronyms](#)
[A-Z index](#)

Search the help pages

(Does not search for items or products)

Example: 'payment methods'

[Search](#)

[Tips](#)

Creating a listing

In this article



[Before you list your item](#)

[Creating your listing](#)

To create a listing, you need to provide your item's title, description, price, and shipping and payment information. To make your listing even more engaging and reduce the time you spend answering questions, add pictures, enhanced formatting and other upgrades.

[Start selling.](#)

Before you list your item

- ✔ If you're new to selling on eBay, read about [getting started selling on eBay](#).
- ✔ Think about the [payment methods you'll accept](#) from buyers.
- ✔ Consider [how you'll answer buyers' questions](#). You can answer your buyers' questions personally, or you can create an automatically generated Q&A based on information you provide in your listing and stock answers about eBay policies.
- ✔ [Fees for selling on eBay](#) apply to most listings.

Creating your listing

1. Get started

Click **Sell** at the top of most eBay pages. You may need to sign in.

If you're using our quick listing tool, we'll walk you through listing your item. Tell us what you're selling and we'll help you choose the right category so buyers can find your item easily. We'll also look for similar items to give you a starting point for your listing. Get more information on creating a listing with our [quick listing tool](#).

If you're using our advanced listing tool (you can get there by clicking **Switch to advanced tool** at the top of the page), you'll [select a category](#) by searching or browsing. Choose the category most relevant for your item, to make it easy for buyers to find your listing.

2. Create your listing

Depending on your item and how you choose to list it, you may have different options. Follow these guidelines:

- ✔ [Write a good title and description](#): Help buyers find your listing with a title that's clear, complete, and descriptive. State exactly what the item is (even if it repeats the category name). Include details such as the brand, product name, size, or artist. Consider adding a subtitle for more description that'll be seen in searches (not available in the quick listing tool).
- ✔ [Provide item specifics](#): For some categories, you have the option of selecting item specifics. Providing additional item details makes it even easier for buyers to find your item. An example of an item specific is the condition of the item. These specifics may also be included in your [Q&A](#).
- ✔ [Specify the condition of the item](#): Item condition specifications vary by category. Accurately describing your item gives buyers confidence that they'll get the item they want.
- ✔ [Include product details from our catalog](#): Many items, including certain books, golf clubs, CDs, video game systems, and cell phones, are associated with products in our growing catalog. If your

Contact us

Have a question? We can help.

[Contact us](#)

Ask eBay members

Get help from other eBay members. Visit the [Answer Center](#) to post a question.

Related help topics

[Getting started selling on eBay](#)
[Revising a single listing on eBay](#)
[Saving a draft of an unfinished listing](#)

item is one of these, you'll be offered product details and a stock photo from the catalog once you've chosen your category. If you select product details, they'll appear in your listing. Using product details can save you time and help attract more buyers to your listing.

- ✔ **Add pictures to your listing:** Including high-quality, evenly lit pictures of your item can help sell your item. Learn more about [adding photos to your listing](#).
- ✔ **Select a selling format:** Choose from auction-style, fixed price, and Classified Ad formats. (Classified Ads are not available in the quick listing tool.)
- ✔ **Choose a starting price:** This includes understanding pricing options to help you get the price you want for your item.
- ✔ **Select a listing duration:** Most auction-style listings last 7 days. Durations of more than 7 days can incur a fee and change some [upgrade and insertion fees](#). You can also schedule your listing to start at a specific time.
- ✔ **Select the payment methods you'll accept:** For community safety, PayPal, ProPay, Skrill, or Internet merchant credit card payment options are required in most categories. These methods make it easy for your buyer to pay you right away so you can ship the item faster.
- ✔ **Specify your shipping costs and locations:** You can [charge a flat cost to all buyers](#) or [calculate shipping costs](#) based on the item you're selling and the buyer's location, or you can [offer free shipping](#) to attract more potential buyers. You can also offer local pickup to buyers who live near you.
- ✔ **Specify your return policy:** All sellers on eBay are required to specify a return policy, whether they accept returns or not. Buyers are more comfortable shopping with sellers who have clear return policies.
- ✔ **Promote your item with listing upgrades:** Listing upgrades, such as using a subtitle, can help your listing stand out (not available in the quick listing tool).

3. Preview your listing

You can preview and edit your listing on the **Review** page. Click the **Preview your listing** link to see how your listing will appear. Click the **Edit** link if you'd like to change something.

4. List your item

When you're ready, click the **List** button to post your listing on eBay.

Was this page helpful?

☐ Yes ☐ No

How can we improve this page? (optional)

700 characters left

Submit Comment

Contact Customer Support

If you're looking for more help or have a question to ask, please [contact us](#).

EXHIBIT G

Home > Help > Membership & account > Managing your account > Suspended accounts

Help

Browse help

Searching & researching

Bidding & buying

Selling & seller fees

Payment & shipping

Feedback

Membership & account

[Getting started on eBay](#)[Registration & signing in](#)[Managing your account](#)[Sharing with eBay members](#)[Protecting your account](#)[Rules & policies](#)[eBay glossary](#)[eBay acronyms](#)[A-Z index](#)

Search the help pages

+G r h v i g z v h d u f c s r u e b p v i k u s u r g x f w ,

#(q p s d n = # e d | p h q w t p h w k r g v *

Search

Tips

Suspended accounts

In this article

[Find out why your account was suspended](#)[Suspension due to non-payment of fees](#)[Suspension due to violation of a rule or policy](#)[Having trouble accessing your account?](#)[Frequently asked questions](#)

There are three reasons why your account may be suspended:

Non-payment of eBay fees

Not reimbursing eBay for a refund eBay made to your buyer

A serious violation of one of our [rules and policies](#)

Find out why your account was suspended

If your account is suspended, we'll notify you by email and tell you what to do to reinstate your account.

If you didn't receive an email about your suspension, [contact us](#).

Watch out for spoof (fake) email warnings about account suspension. You can confirm that an email was sent from eBay by checking your messages in My eBay. If the message that you received at your regular email account isn't in your My eBay Messages inbox, then it isn't from eBay. Learn more about [recognizing spoof \(fake\) eBay emails or websites](#).

Suspension due to non-payment of fees

If you didn't pay your seller fees

If you were suspended because you didn't pay your seller fees, you can [make a onetime payment](#) to bring your account up to date. Learn more about [making a onetime payment of your seller fees](#).

If you didn't reimburse eBay

If we refunded a buyer directly, and you didn't reimburse us, your account may be suspended. You'll need to [set up a reimbursement payment method](#) in your account. Learn more about [reimbursement](#).

If your payment method is out-of-date

Sometimes, an account is suspended for non-payment if the payment method you have on file is out-of-date, or has recently been declined. You'll need to [update your payment method](#).Learn more about [how to reinstate your account after a suspension](#).

Suspension due to a violation of a rule or policy

If your account was suspended due to a rule or policy violation, and you want to appeal your account suspension, reply directly to the suspension notice and include any relevant information. You can also [contact us](#).If you were suspended because you didn't pay for an item, you can [appeal the unpaid item](#).

Having trouble accessing your account?

Problem	What to do
My email address is no longer valid.	Learn how to update your email address and other account information .
My account was used without my authorization.	Learn how to secure your account and report the theft .

Contact us

Have a question? We can help.

[Contact us](#)

Ask eBay members

Get help from other eBay members. Visit the [Answer Center](#) to post a question.

Related help topics

[How to get your account back after a suspension](#)[Unpaid item policy](#)[Closing your account](#)

My account has selling limits on it.

To keep eBay a safe place to buy and sell, we sometimes place selling limits on accounts. Learn more about [limits on sellers](#).

Frequently asked questions

Can I sell while my account is suspended?

During a suspension, you can't bid, sell, or leave Feedback. When your [account is reinstated](#), you can leave Feedback for transactions you completed within the 30 days prior to reinstatement.

Can I or a family member open a new account while my account is suspended?

You can't register a new account or use an existing account while your account is suspended. We may also suspend new or existing accounts that were opened by anyone in your household.

What happens to my bidders?

Bidders can retract their bids on your items. You won't be able to contact bidders or sign into My eBay to check messages until your account has been reinstated.

What happens to my fees if eBay ended my listing early?

If we ended your listing early, some listing fees might be credited to your account. You can review these credits on your [Account Activity page](#). However, some suspensions result in the forfeit of listing fees. Learn more about [why listings can be removed](#).

Tip: Check your account status by going to My eBay, and then clicking the Account tab.

Was this page helpful?

☐ Yes ☐ No

K1rz #d0g#z h4p suryh#k1v#sdj hB#-s#wrddc

700 characters left

Submit Comment

Contact Customer Support

If you're looking for more help or have a question to ask, please [contact us](#).

EXHIBIT H

Home > Help > Selling & seller fees > Resolving selling problems > Why did eBay remove my listing?

Help

Browse help

Searching & researching

Bidding & buying

Selling & seller fees

Selling basics

Seller fees & invoices

Creating effective listings

Managing your selling activity

Resolving selling problems

Becoming a better seller

Using selling tools

Selling with an eBay Store

Payment & shipping

Feedback

Membership & account

eBay glossary

eBay acronyms

A-Z index

Search the help pages

«Gz hvitgrz vWbdufktitruibhp vltuunurgz fwr,

H | dp sdh=fted | p hqwp hwxrgv*

Search

Tips

Why did eBay remove my listing?

In this article



Why was my listing removed when there are other listings just like it?

Will my fees be refunded?

How can I get more details about why my listing was removed?

Can I relist my item?

If we removed your listing, it's probably because it either violated the law or one of our policies. Or, it may have been removed because the item's rights owner (for example, Coach or Louis Vuitton) [asked us to remove it](#). This can happen even if your item is genuine.

To find out why we removed your listing, be sure to read the email we sent you. If you don't see an email from us, check your spam folder.

Note: If you're looking for information on how to end one of your listings, find out about [ending your listing early](#).

Why was my listing removed when there are other listings just like it?

You may see items on eBay that are similar to your listing but haven't been removed. There are a few reasons why this could happen:

There might be a difference between your listing or item and the other that isn't obvious. The email we sent will tell you more. If you still have questions, [contact us](#).

The other seller might be a rights owner who is allowed to sell an item (for example an authorized retailer).

A participant in the [VeRO Program](#) might have requested that your listing be removed, but didn't request that others be removed. These decisions are made by VeRO participants and not by eBay. For more information about why a VeRO participant asked to have your listing removed, contact the VeRO participant using the email address that was included in the email we sent you.

Your listing was reported to us, but another was not.

If you see another listing that you think violates our policies or the law, please [report it](#). We will investigate. However, to protect the privacy of all our members, we don't discuss the actions we take with anyone except the seller of the reported item.

Will my fees be refunded?

If we removed your listing because of a policy violation, we may or may not refund your fees for that listing, depending on the policy you violated and whether you've violated our policies in the past.

If we refund your fees, all fees related to the removed listing will be automatically credited to your account within one billing cycle.

For questions about fee credits for a listing that's been removed, [contact us](#).

How can I get more details about why my listing was removed?

You can learn more about the reasons why your listing might have been removed by reviewing our policies. The email you received from us contains links to the specific policy that applies to your listing. If you still have questions, you can [contact us](#).

Reason for removal	For more information
If your listing was removed for selling prohibited or restricted items	1. Review the email you received from us. It contains links to the policy that applies. You can also

Contact us

Have a question? We can help.

[Contact us](#)

Ask eBay members

Get help from other eBay members. Visit the [Answer Center](#) to post a question.

Related help topics

[Knowing the rules for sellers](#)

[How eBay protects intellectual property \(VeRO\)](#)

[Creating legally compliant listings](#)

[Marketplace policy tutorial](#)

	<p>review our prohibited and restricted items policy.</p> <p>2. If you still have questions, contact us.</p>
If your listing was removed because it may infringe on the copyright, trademark, or intellectual property right of others (such as a VeRO Program participant)	<p>1. Learn how eBay protects intellectual property (VeRO).</p> <p>2. If you still have questions, contact us.</p>
If your listing was removed for a violation of our listing policies	<p>1. Review the email you received from us. It contains a link to the policy that applies. You can also review our rules for listings.</p> <p>2. If you still have questions, contact us.</p>

If you don't know why your listing was removed, [contact us](#).

Can I relist my item?

Even if you think your listing shouldn't have been removed, don't relist it without first [finding out why it was removed](#). Relisting an item that has been removed could result in suspension from eBay. You could also be subject to legal action in some cases. For this reason, the Relist option is not available for listings that were removed by eBay.

Also, if your item was removed at the request of a rights owner, please contact them before relisting the item. To contact the rights owner, use the email address that was included in the email we sent you.

If we agree that your item was removed in error, you can relist it. Unfortunately, you'll have to recreate the listing from scratch.

Was this page helpful?

☐ Yes ☐ No

700 characters left

Submit Comment

EXHIBIT I



Shop by
category

Search...

All Categories

Search

Home > VeRO > **Reporting an Infringement**

VeRO: Reporting an Infringement

Helpful Links

Introduction
About VeRO
Reporting an Infringement
eBay Against Counterfeits
VeRO Participant About Me
pages
Create a VeRO About Me page
If You Are Not a Rights Owner
Information for eBay Users

How to report a listing to eBay

If you have a good faith belief that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you can submit an electronic Notice of Claimed Infringement (NOCI) to eBay's VeRO program, or you can provide eBay's designated agent with the following information:

1. a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed;
2. identification or description of the copyrighted work or other intellectual property that you claim has been infringed. If you are asserting infringement of an intellectual property right other than copyright, please specify the intellectual property right at issue (for example, trademark or patent);
3. identification or description of where the material that you claim is infringing is located on the eBay site, with enough detail that we may find it on eBay's website;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the use of the material complained of is not authorized by the copyright or intellectual property owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

eBay's agent designated to receive claims of copyright or other intellectual property infringement may be contacted as follows:

By mail

eBay's Registered Agent
583 eBay Way
Draper, UT 84020

By phone

(866) 322-9106

By fax

(801) 757-9521

By email

copyright@ebay.com

eBay has adopted and implements a policy that provides for the termination in appropriate circumstances of the accounts of users who repeatedly infringe copyrights or other intellectual property rights of eBay and/or others.

VeRO About Me Pages



Community About eBay Announcements Security Center Resolution Center Seller Information Center Policies Site Map
eBay official time Preview new features Contact us eBay Talk Tell us what you think



Copyright © 1995-2014 eBay Inc. All Rights Reserved. User Agreement, Privacy and Cookies.

EXHIBIT J

**Amended Interim Designation of Agent to Receive Notification
of Claimed Infringement**

Full Legal Name of Service Provider: eBay Inc.

**Alternative Name(s) of Service Provider (including all names under which the service
provider is doing business):** Please see Attachment A.

Address of Service Provider: 2145 Hamilton Avenue, San Jose, CA 95125

**Name of Agent Designated to Receive
Notification of Claimed Infringement:** Amber Leavitt

Full Address of Designated Agent to which Notification Should be Sent (a P.O. Box
or similar designation is not acceptable except where it is the only address that can be used in the geographic
location):
173 West Election Road, Draper, UT 84020

Telephone Number of Designated Agent: (801) 545-2711

Facsimile Number of Designated Agent: (801) 757-9521

Email Address of Designated Agent: copyright@ebay.com

Identify the Interim Designation to be Amended, by Service Provider Name and Filing
Date, so that it may be Readily Located in the Directory Maintained by the Copyright
Office: Please see Attachment B.

Signature of Representative of the Designating Service Provider:
[Redacted Signature] **Date:** 02/08/2012

Typed or Printed Name and Title: Amber Leavitt, Intellectual Property Counsel

Note: This Amended Interim Designation Must be Accompanied by a Filing Fee*
Made Payable to the Register of Copyrights.

*Note: Current and adjusted fees are available on the Copyright website at
www.copyright.gov/docs/fees.html

Mail the form to:
Copyright I&R/Recordation
P.O. Box 71537
Washington, DC 20024



Scanned
APR 13 2012

Received
MAR 28 2012

Copyright Office

Attachment A
Amended Interim Designation of Agent to Receive Notification of Claimed Infringement

To the extent subject to the laws of the United States, the following are alternative names of eBay Inc., including all names under which the service provider is doing business:

http://global.ebay.com
ebay.ae
ebay.at
ebay.bc.ca
ebay.be
ebay.ca
ebay.ch
ebay.cl
ebay.cn
ebay.co
ebay.co.at
ebay.co.il
ebay.co.in
ebay.co.jp
ebay.co.nz
ebay.co.th
ebay.co.uk
ebay.co.ve
ebay.co.za
ebay.com
ebay.com.ar
ebay.com.au
ebay.com.br
ebay.com.ec
ebay.com.hk
ebay.com.kz
ebay.com.lv
ebay.com.mt
ebay.com.mx
ebay.com.my
ebay.com.pe
ebay.com.ph
ebay.com.sa
ebay.com.sg
ebay.com.tw
ebay.com.uy
ebay.de
ebay.dk
ebay.es
ebay.fi
ebay.fr
ebay.gen.in

ebay.ie
ebay.in
ebay.it
ebay.jobs
ebay.jp
ebay.lu
ebay.me
ebay.mobi
ebay.nb.ca
ebay.net
ebay.net.br
ebay.nl
ebay.no
ebay.ns.ca
ebay.nt.ca
ebay.org
ebay.org.pk
ebay.pe.ca
ebay.ph
ebay.pk
ebay.pl
ebay.pt
ebay.qc.ca
ebay.se
ebay.sk.ca
ebay.tm
ebay.travel
ebay.us
ebay.vn
ebay.yk.ca
ebay.com.cn
ebay.cz
ebay.eu
ebay.com.gr
ebay.gr
ebay.hu
ebay.lt
ebay.ru
ebay.com.tr
criticalpath.com
missionfish.org
worldofgood.com
giftsproject.com
milo.com
redlaser.com

Attachment B

Amended Interim Designation of Agent to Receive Notification of Claimed Infringement

The following are the Interim Designations to be Amended, by Service Provider Name and Filing Date, so that they may be Readily Located in the Directory Maintained by the Copyright Office:

The following were filed on 04/30/2009.

eBay, Inc.

ebay.ae

ebay.at

ebay.be

ebay.ca

ebay.ch

ebay.cn

ebay.es

ebay.ie

ebay.in

ebay.se

ebay.co.at

ebay.co.il

ebay.co.in

ebay.co.jp

ebay.co.nz

ebay.co.th

ebay.co.uk

ebay.co.za

ebay.com

ebay.com.au

ebay.com.hk

ebay.com.cn

ebay.com.es

ebay.com.mt

ebay.com.mx

ebay.com.my

ebay.com.ph

ebay.com.sg

ebay.de

ebay.dk

ebay.fr

ebay.it

ebay.jp

ebay.lu

ebay.my

ebay.nl

ebay.ph

ebay.pl

ebayfrance.com

EXHIBIT K

LSTG_ID	USER_SLCTD_ID	SLR_ID	AUCT_TITL	AUCT_START_DT	AUCT_END_DT	LSTG_STATUS_ID	START_PRICE_USD	QTY_SOLD	QTY_AVAIL	VIEW_ITEM_COUNT	FEE_REV_USD	NET_REV_USD
180596330604	backissuemagazinesnew	1005383190	Spanish DT 9/04,Angela Taylor,Paris Hilton,Lohmus,Conde	12/4/2010	3/31/2014	2	59.99	0	1	288	-2.05	-2
380434485602	kevol44	2576243	ANGELA TAYLOR Spanish DT Magazine 9/04 PARIS HILTON PATRICIA CONDE	4/29/2012	10/20/2013	2	22.49	0	1	243	-0.9	-0.85
161063672817	123-packfan	674321352	8x10 FANTASY NUDE PHOTO OF ANNA KOURNIKOVA 4091	7/10/2013	7/17/2013	1	3.95	1	1	9	-0.733	0.007
370877354968	stass22	851811715	CKM * 3 2003 * Carmen Electra on cover * Naomi Allen * Priscilla Lee Taylor	8/14/2013	8/24/2013	1	9.48	0	1	0	0	0
310728991850	kupiecki2	203614600	CKM ---5/2001 Joanna Krupa , Magda Kielar ,Aleksandra Woźniak ,	8/22/2013	9/5/2013	1	3.14	0	1	9	0	0
161092309291	123-packfan	674321352	8x10 FANTASY NUDE PHOTO OF ANNA KOURNIKOVA 2044	8/23/2013	8/30/2013	1	3.95	0	1	5	0	0
310729966575	kupiecki2	203614600	CKM --- 5/2001 - Joanna Krupa , Ola Woźniak	8/23/2013	9/6/2013	1	3.14	0	1	9	0	0
370884146040	stass22	851811715	CKM * 3 2003 * Carmen Electra on cover * Naomi Allen * Priscilla Lee Taylor	8/24/2013	9/3/2013	1	9.5	0	1	0	0	0
121165387241	grand130	133146403	Celebrity Nude- Look A Likes - Anna Kournikova 9	8/25/2013	9/6/2013	2	0.99	0	8	10	-0.1	0
370885283479	stass22	851811715	CKM * 5 2001 * Joanna Krupa on cover * Tommy Lee * Gary Oldman * Joanna Brodzik	8/25/2013	9/4/2013	1	7.92	0	1	5	0	0
181204484384	philcobb	878363613	Tawny Kitten Autographed 8x10 Color Photo (Item #AE40)	8/26/2013	8/31/2013	1	32.89	0	1	2	0	0
310732455430	archivist	1006140633	CKM 5/2001 front Joanna Krupa,in:Magda Kielar,Gary Oldman,Rammstein,Ola Wozniak	8/27/2013	8/28/2013	1	7.9	1	1	4	-0.172017	-0.172017

LSTG_ID	USER_SLCTD_ID	SLR_ID	AUCT_TITL	AUCT_START_DT	AUCT_END_DT	LSTG_STATUS_ID	START_PRICE_USD	QTY_SOLD	QTY_AVAIL	VIEW_ITEM_COUNT	FEE_REV_USD	NET_REV_USD
181207614949	philcobb	878363613	Tawny Kitten Autographed 8x10 Color Photo (Item #AE40)	8/31/2013	9/3/2013	1	32.89	0	1	3	0	0
290969661235	kasiaemilia1	202350927	JOANNA KRUPA on front cover CKM 5/01 Polish magazine	8/31/2013	9/6/2013	2	3.09	0	1	10	0	0
370888774348	stass22	851811715	CKM * 7 2002 * Lisa Boyle on cover * Natalia Sokolova * Holly Valance	8/31/2013	9/10/2013	1	9.29	0	1	3	0	0
290969872836	kasiaemilia1	202350927	LISA BOYLE on front cover CKM 7/02 Polish magazine	8/31/2013	9/7/2013	1	4.64	0	1	6	0	0
390652989896	123-packfan	674321352	8x10 FANTASY NUDE PHOTO OF ANNA KOURNIKOVA 2044	9/1/2013	9/6/2013	2	3.95	0	1	3	0	0
181209011280	autry515	106773373	OYE Magazine Sofia Vergara	9/2/2013	9/9/2013	1	5	0	1	17	0	0
261279279621	veteranofwar	1125169012	8x10 Hand Signed Autograph By Sofia Vergara (Modern Family)	9/3/2013	9/4/2013	2	59.99	0	1	10	0	0
350868151643	luki_kulka	1068198507	CKM 5/2001 in. Joanna Krupa, Gary Oldman, Magda Kielar, Ola Woźniak.	9/3/2013	9/13/2013	1	21.68	0	1	9	0	0
370890410601	stass22	851811715	CKM * 3 2003 * Carmen Electra on cover * Naomi Allen * Priscilla Lee Taylor	9/3/2013	9/13/2013	1	9.29	0	1	1	0	0
261279983179	veteranofwar	1125169012	Hand Signed 8x10 Autograph By Sofia Vergara In Yellow Dress	9/4/2013	9/5/2013	2	49.99	0	1	5	0	0
171120003257	philcobb	878363613	Tawny Kitten Autographed 8x10 Color Photo (Item #AE40)	9/4/2013	9/9/2013	1	32.89	0	1	1	0	0
310738856689	kupiecki2	203614600	CKM ---5/2001 Joanna Krupa , Magda Kielar ,Aleksandra Woźniak ,	9/5/2013	9/8/2013	2	3.09	0	1	2	0	0
370891803007	stass22	851811715	CKM * 5 2001 * Joanna Krupa on cover * Tommy Lee * Gary Oldman * Joanna Brodzik	9/5/2013	9/8/2013	2	7.72	0	1	4	0	0
310739897595	kupiecki2	203614600	CKM --- 5/2001 - Joanna Krupa , Ola Woźniak	9/6/2013	9/20/2013	1	3.04	0	1	6	0	0

LSTG_ID	USER_SLCTD_ID	SLR_ID	AUCT_TITL	AUCT_START_DT	AUCT_END_DT	LSTG_STATUS_ID	START_PRICE_USD	QTY_SOLD	QTY_AVAIL	VIEW_ITEM_COUNT	FEE_REV_USD	NET_REV_USD
290972864370	kasiaemilia1	202350927	JOANNA KRUPA on front cover CKM 5/01 Polish magazine	9/6/2013	9/13/2013	1	2.13	0	1	10	0	0
200961214147	bswitco	136071874	8 x 10 glossy Chase Masterson "Leeta" Signed Authentic Signature	9/7/2013	9/9/2013	2	19.99	0	1	10	0	0
290973472797	kasiaemilia1	202350927	LISA BOYLE on front cover CKM 7/02 Polish magazine	9/7/2013	9/14/2013	1	4.62	0	1	6	0	0
370893557558	stass22	851811715	CKM * 5 2001 * Joanna Krupa on cover * Tommy Lee * Gary Oldman * Joanna Brodzik	9/8/2013	9/18/2013	1	7.7	0	1	6	0	0
370895732017	stass22	851811715	CKM * 7 2002 * Lisa Boyle on cover * Natalia Sokolova * Holly Valance	9/10/2013	9/13/2013	2	9.32	0	1	5	0	0
251338494940	tensistersimages	238704287	Jeri Ryan 8x10 photo Star Trek Voyager, Down with Love, Body of Proof	9/12/2013	9/13/2013	2	7.95	0	1	9	-0.1	0
181216527316	autry515	106773373	OYE Magazine Sofia Vergara	9/13/2013	9/20/2013	1	5	1	1	13	-0.808	-0.808
350874891072	luki_kulka	1068198507	CKM 5/2001 in. Joanna Krupa, Gary Oldman, Magda Kielar, Ola Woźniak.	9/13/2013	9/15/2013	2	22.07	0	1	3	0	0
350874891067	luki_kulka	1068198507	CKM 7/2002 in. Lisa Boyle, Holly Valance, Natalia Sokolova, Nina Kaczorowski.	9/13/2013	9/15/2013	2	22.07	0	1	2	0	0
290977126957	kasiaemilia1	202350927	JOANNA KRUPA on front cover CKM 5/01 Polish magazine	9/13/2013	9/15/2013	2	2.2	0	1	6	0	0
370897446304	stass22	851811715	CKM * 3 2003 * Carmen Electra on cover * Naomi Allen * Priscilla Lee Taylor	9/13/2013	9/23/2013	1	9.46	0	1	10	0	0
290977784427	kasiaemilia1	202350927	LISA BOYLE on front cover CKM 7/02 Polish magazine	9/14/2013	9/21/2013	1	4.74	0	1	5	0	0
350876008113	luki_kulka	1068198507	(FHM) CKM 5/2001 JOANNA KRUPA, Gary Oldman, Magda Kielar, Ola Woźniak.	9/15/2013	9/29/2013	1	12.64	0	1	10	0	0

LSTG_ID	USER_SLCTD_ID	SLR_ID	AUCT_TITL	AUCT_START_DT	AUCT_END_DT	LSTG_STATUS_ID	START_PRICE_USD	QTY_SOLD	QTY_AVAIL	VIEW_ITEM_COUNT	FEE_REV_USD	NET_REV_USD
181218385123	philcobb	878363613	Tawny Kitten Autographed 8x10 Color Photo (Item #AE40)	9/16/2013	9/21/2013	1	32.89	0	1	3	0	0
151124754041	westcoastrackers	156807662	SEXY! ANNA KOURNIKOVA SIGNED AUTOGRAPHED TENNIS 8X10 PHOTO, PSA/DNA #Q42451	9/17/2013	9/18/2013	2	9.99	0	1	17	0	0
261289024520	veteranofwar	1125169012	Hand Signed 8x10 Autograph By Sofia Vergara	9/17/2013	9/18/2013	2	69.99	0	1	5	0	0
370900915949	stass22	851811715	CKM * 5 2001 * Joanna Krupa on cover * Tommy Lee * Gary Oldman * Joanna Brodzik	9/18/2013	9/28/2013	1	7.92	0	1	8	0	0
171132291245	philcobb	878363613	Tawny Kitten Autographed 8x10 Color Photo (Item #AE40)	9/21/2013	9/24/2013	1	32.89	0	1	2	0	0
310752406472	kupiecki2	203614600	CKM --- 5/2001 - Joanna Krupa , Ola Wo→niak	9/21/2013	9/25/2013	2	3.2	0	1	5	0	0
290982319241	kasiaemilia1	202350927	LISA BOYLE on front cover CKM 7/02 Polish magazine	9/21/2013	9/28/2013	1	4.8	0	1	6	0	0
370904979249	stass22	851811715	CKM * 3 2003 * Carmen Electra on cover * Naomi Allen * Priscilla Lee Taylor	9/23/2013	10/3/2013	1	9.6	0	1	6	0	0
171134960392	philcobb	878363613	Tawny Kitten Autographed 8x10 Color Photo (Item #AE40)	9/24/2013	9/25/2013	1	32.89	0	1	1	0	0
181226089076	philcobb	878363613	Tawny Kitten Autographed 8x10 Color Photo (Item #AE40)	9/25/2013	9/29/2013	2	32.89	0	1	4	0	0
370908300111	1stchoicephotosandpost ers	196400624	GENA LEE NOLIN - 8 x 10 Photo #5 - SHEENA - BAYWATCH	9/27/2013	9/29/2013	2	7.95	0	1	8	-0.1	0
370909006727	stass22	851811715	CKM * 5 2001 * Joanna Krupa on cover * Tommy Lee * Gary Oldman * Joanna Brodzik	9/28/2013	10/8/2013	1	8.01	0	1	6	0	0
290987012062	kasiaemilia1	202350927	LISA BOYLE on front cover CKM 7/02 Polish magazine	9/28/2013	10/5/2013	1	4.8	0	1	5	0	0

LSTG_ID	USER_SLCTD_ID	SLR_ID	AUCT_TITL	AUCT_START_DT	AUCT_END_DT	LSTG_STATUS_ID	START_PRICE_USD	QTY_SOLD	QTY_AVAIL	VIEW_ITEM_COUNT	FEE_REV_USD	NET_REV_USD
350887872004	luki_kulka	1068198507	(FHM) CKM 5/2001 JOANNA KRUPA, Gary Oldman, Magda Kielar, Ola Wo³niak.	9/29/2013	10/13/2013	1	12.81	0	1	19	0	0
151135225016	aitx	1273722	PSA/DNA SIGNED 11X14 PHOTO DAISY FUENTES 072	10/1/2013	10/2/2013	2	79.98	0	1	9	0	0
400582417916	aitx	1273722	PSA/DNA SIGNED 11X14 PHOTO DAISY FUENTES 073	10/1/2013	10/2/2013	2	79.98	0	1	14	0	0
370912243438	stass22	851811715	CKM * 3 2003 * Carmen Electra on cover * Naomi Allen * Priscilla Lee Taylor	10/3/2013	10/5/2013	2	9.67	0	1	4	0	0
290991089101	kasiaemilia1	202350927	LISA BOYLE on front cover CKM 7/02 Polish magazine	10/5/2013	10/8/2013	2	4.84	0	1	6	0	0
290993511233	kasiaemilia1	202350927	LISA BOYLE on front cover CKM 7/02 Polish magazine	10/9/2013	10/16/2013	1	4.85	0	1	3	0	0
290993511234	kasiaemilia1	202350927	JOANNA KRUPA on front cover CKM 5/01 Polish magazine	10/9/2013	10/16/2013	1	2.26	0	1	8	0	0
261304359887	superstargallery	135158877	GENA LEE NOLIN In-Person Signed Photo w/ SuperStars Gallery (SSG) COA - PROOF	10/10/2013	10/14/2013	2	44.95	0	1	11	0	0
370917770610	stass22	851811715	CKM * 5 2001 * Joanna Krupa on cover * Tommy Lee * Gary Oldman * Joanna Brodzik	10/12/2013	10/22/2013	1	8.08	0	1	6	0	0
370917866069	stass22	851811715	CKM * 3 2003 * Carmen Electra on cover * Naomi Allen * Priscilla Lee Taylor	10/12/2013	10/22/2013	1	9.69	0	1	4	0	0
370917866083	stass22	851811715	CKM * 7 2002 * Lisa Boyle on cover * Natalia Sokolova * Holly Valance	10/12/2013	10/22/2013	1	9.69	0	1	3	0	0
350898977687	luki_kulka	1068198507	(FHM) CKM 5/2001 JOANNA KRUPA, Gary Oldman, Magda Kielar, Ola Wo³niak.	10/13/2013	10/27/2013	1	12.92	0	1	8	0	0
310771160208	dave-charles-art	160316107	Ali Landry - Glossy Photo 914-N	10/16/2013	10/17/2013	2	6.37	0	1	5	-0.277736	-0.006943
290997408595	kasiaemilia1	202350927	LISA BOYLE on front cover CKM 7/02 Polish magazine	10/16/2013	10/23/2013	1	4.86	0	1	7	0	0

LSTG_ID	USER_SLCTD_ID	SLR_ID	AUCT_TITL	AUCT_START_DT	AUCT_END_DT	LSTG_STATUS_ID	START_PRICE_USD	QTY_SOLD	QTY_AVAIL	VIEW_ITEM_COUNT	FEE_REV_USD	NET_REV_USD
290997406764	kasiaemilia1	202350927	JOANNA KRUPA on front cover CKM 5/01 Polish magazine	10/16/2013	10/23/2013	1	2.26	0	1	7	0	0
370924995305	stass22	851811715	CKM * 7 2002 * Lisa Boyle on cover * Natalia Sokolova * Holly Valance	10/22/2013	11/1/2013	1	9.83	0	1	9	0	0
291002131018	kasiaemilia1	202350927	LISA BOYLE on front cover CKM 7/02 Polish magazine	10/23/2013	10/30/2013	1	4.96	0	1	7	0	0
291002126570	kasiaemilia1	202350927	JOANNA KRUPA on front cover CKM 5/01 Polish magazine	10/23/2013	10/30/2013	1	2.31	0	1	5	0	0
370926685809	stass22	851811715	CKM * 5 2001 * Joanna Krupa on cover * Tommy Lee * Gary Oldman * Joanna Brodzik	10/24/2013	11/3/2013	1	8.24	0	1	7	0	0
380753700105	kevol44	2576243	ANGELA TAYLOR Spanish DT Magazine 9/04 PARIS HILTON PATRICIA CONDE	10/25/2013	12/18/2013	1	16.99	0	1	39	-0.1	-0.05
350911460195	luki_kulka	1068198507	(FHM) CKM 5/2001 JOANNA KRUPA, Gary Oldman, Magda Kielar, Ola Wo³niak.	10/27/2013	11/10/2013	1	13.2	0	1	10	0	0
321238934384	konofrio79	376715215	Jeri Ryan autograph photo Star Trek Boston Public Body of Proof signed auto	10/29/2013	10/31/2013	2	40	0	1	9	0	0
291006862414	kasiaemilia1	202350927	LISA BOYLE on front cover CKM 7/02 Polish magazine	10/30/2013	11/6/2013	1	4.92	0	1	7	0	0
291006854769	kasiaemilia1	202350927	JOANNA KRUPA on front cover CKM 5/01 Polish magazine	10/30/2013	11/6/2013	1	2.3	0	1	5	0	0
370933304566	stass22	851811715	CKM * 3 2003 * Carmen Electra on cover * Naomi Allen * Priscilla Lee Taylor	11/1/2013	11/11/2013	1	9.74	0	1	3	0	0
370933304565	stass22	851811715	CKM * 7 2002 * Lisa Boyle on cover * Natalia Sokolova * Holly Valance	11/1/2013	11/11/2013	1	9.74	0	1	4	0	0
370934630597	stass22	851811715	CKM * 5 2001 * Joanna Krupa on cover * Tommy Lee * Gary Oldman * Joanna Brodzik	11/3/2013	11/13/2013	1	8.03	0	1	4	0	0
291010799137	kasiaemilia1	202350927	LISA BOYLE on front cover CKM 7/02 Polish magazine	11/6/2013	11/13/2013	1	4.83	0	1	4	0	0

LSTG_ID	USER_SLCTD_ID	SLR_ID	AUCT_TITL	AUCT_START_DT	AUCT_END_DT	LSTG_STATUS_ID	START_PRICE_USD	QTY_SOLD	QTY_AVAIL	VIEW_ITEM_COUNT	FEE_REV_USD	NET_REV_USD
291010795678	kasiaemilia1	202350927	JOANNA KRUPA on front cover CKM 5/01 Polish magazine	11/6/2013	11/13/2013	1	2.25	0	1	5	0	0
350923730134	luki_kulka	1068198507	(FHM) CKM 5/2001 JOANNA KRUPA, Gary Oldman, Magda Kielar, Ola Woźniak.	11/10/2013	11/24/2013	1	12.78	0	1	9	0	0
370940363068	stass22	851811715	CKM * 7 2002 * Lisa Boyle on cover * Natalia Sokolova * Holly Valance	11/11/2013	11/21/2013	1	9.59	0	1	7	0	0
370940363092	stass22	851811715	CKM * 3 2003 * Carmen Electra on cover * Naomi Allen * Priscilla Lee Taylor	11/11/2013	11/21/2013	1	9.59	0	1	6	0	0
370942330920	stass22	851811715	CKM * 5 2001 * Joanna Krupa on cover * Tommy Lee * Gary Oldman * Joanna Brodzik	11/13/2013	11/23/2013	1	7.99	0	1	6	0	0
291016057083	kasiaemilia1	202350927	LISA BOYLE on front cover CKM 7/02 Polish magazine	11/13/2013	11/20/2013	1	4.79	0	1	7	0	0
291016052293	kasiaemilia1	202350927	JOANNA KRUPA on front cover CKM 5/01 Polish magazine	11/13/2013	11/20/2013	1	2.23	0	1	6	0	0
121214978174	bluefly64	1176004904	Erika Eleniak - Baywatch SIGNED Autographed Photo	11/14/2013	11/17/2013	1	0.99	1	1	17	-1.2	0
291021156614	kasiaemilia1	202350927	JOANNA KRUPA on front cover CKM 5/01 Polish magazine	11/20/2013	11/27/2013	1	2.26	0	1	8	0	0
291021159985	kasiaemilia1	202350927	LISA BOYLE on front cover CKM 7/02 Polish magazine	11/20/2013	11/27/2013	1	4.85	0	1	8	0	0
360797804154	khw	739827	ANNA KOURNIKOVA JSA SIGNED 8X10 PHOTO AUTOGRAPH AUTHENTIC	11/21/2013	11/22/2013	2	45	0	1	7	-0.05	0
370948288076	stass22	851811715	CKM * 3 2003 * Carmen Electra on cover * Naomi Allen * Priscilla Lee Taylor	11/21/2013	12/1/2013	1	9.62	0	1	7	0	0
370948288111	stass22	851811715	CKM * 7 2002 * Lisa Boyle on cover * Natalia Sokolova * Holly Valance	11/21/2013	12/1/2013	1	9.62	0	1	6	0	0
261337891570	nyc3870	23240677	ANNA KOURNIKOVA PHOTO UNSIGNED 8X10 ***SEXY**	11/23/2013	11/25/2013	2	7.99	0	1	15	0	0

LSTG_ID	USER_SLCTD_ID	SLR_ID	AUCT_TITL	AUCT_START_DT	AUCT_END_DT	LSTG_STATUS_ID	START_PRICE_USD	QTY_SOLD	QTY_AVAIL	VIEW_ITEM_COUNT	FEE_REV_USD	NET_REV_USD
370949867363	stass22	851811715	CKM * 5 2001 * Joanna Krupa on cover * Tommy Lee * Gary Oldman * Joanna Brodzik	11/23/2013	12/3/2013	1	8.08	0	1	10	0	0
400615627314	menofwood	760153918	JOANNA KRUPA front cover CKM (FHM) polish nudes magazine MAY 2001	11/27/2013	12/4/2013	1	44	0	1	13	-0.05	-0.000689
291026379897	kasiaemilia1	202350927	LISA BOYLE on front cover CKM 7/02 Polish magazine	11/27/2013	11/29/2013	2	4.84	0	1	6	0	0
291026380043	kasiaemilia1	202350927	JOANNA KRUPA on front cover CKM 5/01 Polish magazine	11/27/2013	11/29/2013	2	2.26	0	1	5	0	0
390712954996	powerangers	23738678	8x10 SIGNED PHOTO #733 - ALI LANDRY - ACTRESS - MODEL - MISS USA	11/28/2013	11/29/2013	2	19.99	0	1	5	-0.05	0
190988357746	bswitco	136071874	Chase Masterson signed glossy 8 x 10 Autograph Leeta Leta Deep Space Nine	11/30/2013	12/3/2013	2	21.99	0	1	13	-0.2	0
271335458444	*madonna*	12561198	enrique iglesias anna kournikova gloria trevi magazine	11/30/2013	12/30/2013	1	23	0	1	21	0	0
281219067794	vintage81	1717448	Chase Masterson Star Trek Deep Space Nine Autographed / Signed 8x10 Photograph	12/1/2013	12/3/2013	2	19.95	0	1	9	0	0
370955586631	stass22	851811715	CKM * 7 2002 * Lisa Boyle on cover * Natalia Sokolova * Holly Valance	12/1/2013	12/11/2013	1	9.7	0	1	3	0	0
370955586687	stass22	851811715	CKM * 3 2003 * Carmen Electra on cover * Naomi Allen * Priscilla Lee Taylor	12/1/2013	12/11/2013	1	9.7	0	1	6	0	0
370957582082	stass22	851811715	CKM * 5 2001 * Joanna Krupa on cover * Tommy Lee * Gary Oldman * Joanna Brodzik	12/4/2013	12/14/2013	1	8.08	0	1	7	0	0
400620458209	menofwood	760153918	JOANNA KRUPA front cover CKM (FHM) polish nudes magazine MAY 2001	12/5/2013	12/12/2013	1	44	0	1	16	-0.05	-0.000689
291033831397	kasiaemilia1	202350927	LISA BOYLE on front cover CKM 7/02 Polish magazine	12/8/2013	12/15/2013	1	4.91	0	1	9	0	0

LSTG_ID	USER_SLCTD_ID	SLR_ID	AUCT_TITL	AUCT_START_DT	AUCT_END_DT	LSTG_STATUS_ID	START_PRICE_USD	QTY_SOLD	QTY_AVAIL	VIEW_ITEM_COUNT	FEE_REV_USD	NET_REV_USD
350949411898	luki_kulka	1068198507	(FHM) CKM 5/2001 JOANNA KRUPA, Gary Oldman, Magda Kielar, Ola Wo³niak.	12/8/2013	12/22/2013	1	13.09	0	1	14	0	0
291033829454	kasiaemilia1	202350927	JOANNA KRUPA on front cover CKM 5/01 Polish magazine	12/8/2013	12/15/2013	1	2.29	0	1	8	0	0
141138310798	historyofthegame	9916360	ANNA KOURNIKOVA SIGNED AUTOGRAPHED 8X12 TENNIS PHOTO PSA/DNA #F85875	12/10/2013	12/11/2013	2	99	0	1	16	0	0
370962368620	stass22	851811715	CKM * 3 2003 * Carmen Electra on cover * Naomi Allen * Priscilla Lee Taylor	12/11/2013	12/19/2013	2	9.88	0	1	7	0	0
370962368634	stass22	851811715	CKM * 7 2002 * Lisa Boyle on cover * Natalia Sokolova * Holly Valance	12/11/2013	12/19/2013	2	9.88	0	1	7	0	0
111235524767	hotcorner2980	55402	GENA LEE NOLIN SIGNED 8.5X11 AUTO PHOTO INSCRIBED JSA BAYWATCH PRICE IS RIGHT	12/12/2013	12/13/2013	2	18.99	0	4	18	-0.1	0
400626202206	menofwood	760153918	JOANNA KRUPA front cover CKM (FHM) polish nudes magazine MAY 2001	12/14/2013	12/20/2013	2	44	0	1	17	-0.05	-0.000724
370964524900	stass22	851811715	CKM * 5 2001 * Joanna Krupa on cover * Tommy Lee * Gary Oldman * Joanna Brodzik	12/14/2013	12/19/2013	2	8.22	0	1	10	0	0
291038564409	kasiaemilia1	202350927	JOANNA KRUPA on front cover CKM 5/01 Polish magazine	12/15/2013	12/20/2013	2	2.3	0	1	8	0	0
291038568540	kasiaemilia1	202350927	LISA BOYLE on front cover CKM 7/02 Polish magazine	12/15/2013	12/20/2013	2	4.93	0	1	8	0	0